maintained for the life, liberty and reputation of the individual. It was deemed manifestly unjust that a person be deprived of either except upon the clearest proof. But in the case of a corporation, an artificial intangible personality having neither body nor soul, which cannot in any strict sense be said to have a reputation and which can only be mulcted of its property by a fine in a criminal prosecution, it is safe to say that many of the reasons lying at the base of the common law rule as to burden of proof in criminal cases do not exist, and that there is some basis for contending that no greater proof should be required to obtain a judgment against a corporation in a criminal case than in a civil case, since the judgment can only affect the corporation in each case in precisely the same way, namely, by depriving it of its property. The Supreme Court of Maine has expressly held that in an action under a statute criminal in form, but to recover a penalty, the same rules of evidence apply as in civil cases. *State* v. *Grand Trunk R. Co.*, 58 Me. 176. Whether allowing conviction of a corporation on less than proof beyond a reasonable doubt would be considered as depriving a person of equal protection of the laws, *quaere*.

GARNISHMENTS—ON WHAT ACTIONS AVAILABLE—LIQUIDATED CLAIMS.—Plaintiff issued an attachment against a non-resident debtor to recover a sum of money, alleged to be due for services rendered in collecting incomes, making investments, etc. Defendants were summoned as garnishees. *Held,* the claim sued on was unliquidated and therefore could not support a garnishment proceeding. *Blick* v. *Mercantile Trust & Deposit Company of Baltimore* (1910), — Md. —, 77 Atl. 844.

In a leading case it is said "that the measure of damages must be such as the plaintiff can aver by affidavit to be due." *Fisher* v. *Consequa,* 2 Wash. C. C. 382, Fed. Cas. No. 4816; but there must either be a precise sum due or an agreed standard of computation or calculation. *Clark's Executors* v. *Wilson,* 3 Wash. C. C. 560, Fed. Cas. No. 2841; *Fleming* v. *Pringle,* 21 Civ. App. Tex. 225, 51 S. W. 553. Both of the above elements were foreign to the contract in the principal case, therefore a verified statement sufficient to support a proceeding in garnishment was impossible. *Hochstadler* v. *Sam,* 73 Tex. 315, 11 S. W. 408. It would seem that some courts refuse to restrict the remedy by attachment to liquidated damages. *Knox* v. *The Protection Ins. Co.,* 9 Conn. 430; *Lenox* v. *Howland,* 3 Caines (N. Y.) 277, 322.

INSURANCE — CHANGE OF RATES IN MUTUAL BENEFIT ASSOCIATION. — The plaintiff held a certificate in a mutual benefit insurance company issued under the usual condition that insured would comply with all subsequent rules and regulations. He refused to abide by a subsequnt re-rating and raise in the assessment of old members and sued to recover premiums previously paid. *Held,* that he was bound by these new rulings. *Supreme Ruling of Fraternal Mystic Circle* v. *Ericson* (1910), — Tex. Civ. App. —, 131 S. W. 92.

In this class of policies the authorities are in harmony to the effect that the company may make reasonable changes, but the difficulty arises in deter-